



State of Idaho, Department of Lands
300 North 6th Street, Suite 103, Boise ID 83702

REQUEST FOR QUALIFICATIONS

Notice is hereby given that road maintenance contractor qualifications will be received by the State of Idaho, Department of Lands (IDL) for:

ITB # 17-225-401223
General Road Maintenance, Clearwater Supervisory Area

by filing with the Procurement office by mail at 300 N. 6th St. Ste 103, Boise ID 83702 or by email to PurchasingITB@idl.idaho.gov before:

Date: **March 30, 2016**

Time: **3:00:00 P.M., M.D.T.**

Qualifications submitted after the due date will not be considered. Contractor accepts all risks of late delivery of mailed or emailed submittals regardless of fault.

A detailed Request for Qualifications (RFQu) information packet is attached and may also be found on the IDL website at www.idl.idaho.gov. Go to "Contracting Opportunities", select "Request for Qualifications 17-225-401223".

The Idaho Department of Lands reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQu does not obligate the IDL to pay any costs incurred by respondents in the preparation and submission of their statement of qualifications. Furthermore, the RFQu does not obligate the IDL to accept or contract for any expressed or implied services.

Dated this 18th day of March, 2016.

Melinda Doan
Senior Buyer

Published: www.idl.idaho.gov



Idaho Department of Lands

Request for Qualifications

<u>Request for Qualification Information:</u>	<u>Submittals Delivered to:</u>
RFQu Number: RFQu# 17-225-401223	Physical Address: Idaho Department of Lands
RFQu Name: General Road Maintenance Clearwater Supervisory Area	Attn: Melinda Doan
Date Issued: March 17, 2016	300 N. 6 th St., Ste 103
Contact Person: Melinda Doan, Senior Buyer	Boise, ID 83702
Phone #: 208-334-0255	OR
Email Address: mdoan@idl.idaho.gov	Email Address: PurchasingITB@idl.idaho.gov
Due Before: March 30, 2016 @ 3:00 pm MDT	

General Information

- **NOTICE:** Notice is hereby given that letters of interest and statement of qualifications will be received by the Idaho Department of Lands, for the General Road Maintenance, Clearwater Supervisory Area by filing with the IDL at the above location.

PURPOSE/BACKGROUND: The Idaho Department of Lands (the "IDL") is soliciting requests for qualifications for the purpose of pre-qualifying contractors with experience in minor brush cutting, road repair, routine road maintenance, culvert installation and removal and road abandonment for the General Road Maintenance, Clearwater Supervisory Area project as defined in the Scope of Work (Attachment B) and as outlined on the area maps. This RFQu is to develop a qualified bidders list for this project.

QUALIFICATIONS: This project will require the contractor to have the following qualifications:

- Financial Stability
- List of required equipment available
- Experience working with Primitive Road Maintenance, slope stabilization, slide remediation, brush cutting, road abandonment and culvert installation with government agencies or private industry
- Logging Associations, Training, Certifications
- Safety & Regulatory Compliance

- **RFQu SCHEDULE:**

Event	Date
RFQu Release	March 22, 2016
Vendor Questions (if any) Due	March 25, 2016
Responses to Vendor Questions posted on internet	March 28, 2016
RFQu Responses Due	March 30, 2016
Qualified Bidders Notified	April 5, 2016
Bids Due	April 12, 2016
Contract Award	April 18, 2016



- **SUBMITTAL REQUIREMENTS:**

Responses to this RFQu must include the following information:

- A cover letter/statement of interest indicating the contractor's interest in the project and highlighting its qualifications to perform this project.
- Attachment C: Financial Information, List of Equipment, contractor's experiences in road maintenance and culvert installation with government or private industry, Training and Certifications, Safety and Regulatory compliance and references.
- Provide either 1 printed copy by mail or emailed electronic copy of your Submittal to the addresses listed above.

- **PROPRIETARY PROPOSAL MATERIAL** - Any proprietary information revealed in the proposal should, therefore, be clearly identified as such.

- **SIGNATURES:** RFQu's shall be signed by one of the legally authorized officers of said company. If awarded the contract, the Contract shall also be so executed.

- **EVALUATION CRITERIA:** Evaluations will be based on the criteria listed below:

- Experience of firm with similar projects;
- Experience of proposed project team and key team members
- Overall quality of statement of qualifications; and
- List of available equipment.

- **QUESTIONS:** Questions regarding this project may be directed to Melinda Doan, Senior Buyer via e-mail at mdoan@idl.idaho.gov. Unauthorized contact regarding this RFQu with other IDL employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the IDL. Any questions will be answered in writing and posted on the IDL's website at www.idl.idaho.gov under "Contracting Opportunities", then select "Request for Qualifications 17-225-401223". It is the responsibility of individual contractors to check the website for any amendments or Q & A's to this RFQu.

- **REJECTION OF SUBMITTALS:** The IDL reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal. This RFQu does not obligate the IDL to pay any costs incurred by respondents in the preparation and submission of their qualifications. Furthermore, the RFQu does not obligate the IDL to accept or contract for any expressed or implied services.

- **BIDDERS LIST:** Submittals will be evaluated on a pass or fail basis. The IDL reserves the right to qualify contractors without further discussion of the submittals. Following qualified bidders selection, the successful contractors shall complete the Schedule A provided by the IDL. A contract will then be awarded to the lowest responsive bidder. If the selected contractor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the IDL may elect to negotiate a Contract with the next-lowest bidder. The IDL shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

- **INSURANCE REQUIREMENTS:** The selected contractor shall maintain insurance that is sufficient to protect the contractor's business against all applicable risks, as set forth in the IDL's Standard Insurance Requirements as outlined in the draft contract, **Attachment A**. Please review insurance requirements prior to submitting a statement of qualifications.

- **BUSINESS REGISTRATION AND TAXATION:** The contractor or contractors awarded the contract will be subject to State of Idaho Business Registration and Business Taxation per any applicable Idaho Laws. Questions about the State of Idaho Business Registration should be directed to the Idaho Secretary of State at sosinfo@sos.idaho.gov or by telephone at 208-334-2301 and any questions about Idaho State Business Taxation should be directed to the Idaho State Tax Commission at taxrep@tax.idaho.gov or by telephone at 800-972-7660.



- **NON-ENDORSEMENT:** As a result of the selection of a contractor to supply products and/or services to the IDL, contractor agrees to make no reference to the IDL in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the IDL.
- **COMPLIANCE WITH LAWS AND REGULATIONS:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the contractor or contractors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.
- **PUBLIC RECORDS:** The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.
- **ATTACHMENTS:**
 - Attachment A Draft Contract
 - Attachment B Scope of Work
 - Attachment C Experience and Qualifications Worksheet
 - Attachment D Questions Worksheet

ATTACHMENT A

**STATE OF IDAHO
DEPARTMENT OF LANDS**



GENERAL ROAD MAINTENANCE MASTER CONTRACT

CONTRACT NO. 17-225-401223

CONTRACTOR

**STATE OF IDAHO
DEPARTMENT OF LANDS**

**GENERAL ROAD MAINTENANCE
CONTRACT NO. 17-225-401223**

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Schedule A

Attachment 1

Project Description, Work Supplements and Maps

Attached

**STATE OF IDAHO
DEPARTMENT OF LANDS**

**GENERAL ROAD MAINTENANCE
17-225-401223**

DIVISION A – GENERAL

1. DEFINITIONS AND TERMS

- a. Agreement: This duly executed written agreement between Idaho Department of lands (IDL) and the Contractor resulting from the solicitation, which shall include these Terms and Conditions, the Statement of Work, the Cost Proposal, and all attachments thereto.
- b. Attachments: The attached project description(s), work supplement(s), work agreement(s), exhibit(s), map(s), and other labeled references are a part of this contract and any special terms therein are binding upon all parties.
- c. Contracting Officer: The IDL employee with the authority to enter into, administer, modify, and/or terminate this contract, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the contractor.
- d. Contracting Officer Representative (COR): The designated IDL representative, also referred to as the Forester-in-Charge (FIC), who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work.
- e. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- f. Contractor's Representative: The Contractor's representative, authorized in writing to act on the Contractor's behalf and to be present on the area at nearly all times. This person must be able IDL: Acceptable and legal references to the IDL for the purposes of this contract.
- g. Crew: May be one or more individuals performing work under this contract
- h. Idaho Department of Lands: Acceptable and legal references to the IDL for the purposes of this contract.
- i. Pre-work Conference: The meeting between the COR and Contractor about specifics of the contract administration.
- j. Procurement Manager or Purchasing Agent: The Contracting Officer for IDL.
- k. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- l. Request for Service: A specific road maintenance project that is not described in the attached project description or work supplements but agreed upon in writing by the Contractor and the Department of Lands.
- m. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- n. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- o. State: The State of Idaho including each agency unless the context implies other states of the United States.

- p. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the IDL acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the IDL in its regulatory and assistance duties, and in managing Idaho's public trust lands.

2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract. The State does not assume liability as an employer.

3. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

4. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

5. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

6. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

7. PAYMENTS

Payment(s) shall be made to the Contractor following satisfactory completion of all contract requirements and as described in the attached project description(s) documented in an inspection report(s). Payment(s) will be at the rate(s) set forth in Schedule A. Total payments under this contract will not exceed the total amount listed in the Schedule A. All payments will be made according to Idaho Code Section 67-2302.

It is understood that full payment for all services provided under the contract is fully burdened to include, but is not limited to, all Contractor's costs of labor, materials, equipment, deliverables, transportation and travel related expenses including lodging and per diem, operating and administrative costs including advertising, postage, copy costs, and all other costs normally associated with the cost of doing business unless otherwise provided elsewhere in this contract.

8. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

9. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work or annually if the contract is renewed, must furnish the IDL with a notarized affidavit stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

10. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

11. SAVE HARMLESS

Contractor shall protect, indemnify, and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

12. OFFICIALS, AGENTS, EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is specified in the contract, pricing shall include all charges associated with a complete installation at the location specified.

14. INSURANCE

The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance. The Contractor shall furnish the IDL with a certificate of insurance executed by a duly authorized representative of the insurer(s), showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the IDL prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insured's and shall protect the Contractor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the IDL to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the IDL to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract.

a. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The policy shall provide coverage for bodily injury and property damage arising from the transportation, storage, handling or application of chemical herbicide agents as specified in this contract. Chemical liability coverage shall not be less than \$300,000 combined single limit per occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

b. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for all owned, non-owned, and hired vehicles used in the performance of services under this contract.

c. Workman's Compensation

The Contractor will provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers' compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission, or proof that the Contractor is exempt from the workers' compensation requirement. Failure to provide a Certificate of Workman's Compensation Insurance or proof of exemption will result in termination of this Agreement. The IDL will not assume liability as an employer.

If the Contractor does not have employees and is not otherwise required to carry workman's compensation insurance under the laws of the State of Idaho, IDL will furnish workman's compensation insurance for work done under this contract unless otherwise specified in the

contract. The cost to IDL for furnishing such workman's compensation insurance will be added to the Contractor's quote price for purposes of evaluation only. In no event will said amount be paid to the Contractor.

The Contractor shall require all subcontractors utilized in performance of this contract to provide certificates of insurance to the IDL evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

By requiring insurance herein, the IDL does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this contract.

15. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

16. APPOINTMENT OF REPRESENTATIVES

The State shall, at any given time, designate a COR of the operation. The Contractor shall designate an individual, in writing, who shall be responsible for proper compliance with all contract provisions which apply to the operation and who will be available on the site at all reasonable times for consultation with the COR.

17. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly themselves, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which they are an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids (Idaho Code Section 67-5726(1)).

18. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce the provisions of this contract shall be brought in State district court in Ada County, Boise Idaho. In the event any term of the contract is held to be invalid or unenforceable by a court, the remaining terms of this contract will remain in force.

19. SAFETY INFORMATION

The Contractor assumes full responsibility for the safety of his employees, equipment and supplies. All safety training is the responsibility of the Contractor.

All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

20. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

21. OWNERSHIP

All information furnished to the Contractor for its use pursuant to this Agreement shall belong to the IDL and shall be returned to the IDL in good order upon completion of the Agreement or upon

the IDL's request. All documents, reports, and any other data developed by the Contractor for the IDL in the performance of this Agreement shall become the property of the IDL. The IDL shall retain exclusive rights of ownership to all work produced by the Contractor under this Agreement.

22. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

23. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

24. ENTIRE AGREEMENT

This contract, with the State's Invitation to Request for Proposal or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this contract, the terms and conditions of this contract shall apply.

25. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances.
 - 1) Failure of the Contractor to perform any of the provisions of this contract.
 - 2) Failure of the Contractor to correct unsatisfactory performance or work immediately after it has been brought to his attention.
 - 3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
 - 4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
 - 1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.

- 2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
 - 3) Deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unsatisfactory work.
 - d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.
 - e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

26. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

27. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the COR and shall not affect any rights of the State for the recovery of costs of the cleanup.

28. CAMPING ON STATE LAND

Contractor personnel may, with written approval from the IDL, camp during the contract period on State land. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth by the IDL Supervisory Area, be in compliance with State Land Board rules and regulations for fire prevention.

29. FIRE PREVENTION RESPONSIBILITIES

- a. The Contractor will adhere to the State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any IDL office. These rules and regulations will be outlined during the pre-work conference with the Contractor.
- b. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.
- c. Fire spreading through the contract area which is a result of the Contractor's operation or employees' actions shall be the liability of the Contractor.

DIVISION B -- TECHNICAL SPECIFICATIONS

1. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

2. CONTRACT PERIOD

- a. This contract will become effective once signed by all parties.
- b. Approximate starting and completion dates are listed in the attached project description(s). IDL will provide at least three (3) days advance written notice or as determined by the COR, to the Contractor, giving both the starting date and time of day when a request for service is to commence. Some emergency situations may require a quick response in order to minimize damage to State property and the environment. Other situations can be planned out in advance with the COR.
- c. Unless stated otherwise in the project description, the contract term will run from the date of signature until December 31st of the current year with an option to renew upon mutual agreement of both parties under the same terms and conditions for a maximum of two (2), one (1) year intervals with a total possible contract duration of three (3) years.
- d. Road maintenance work will not be permitted when frozen soil, excessive soil moisture, or inadequate soil moisture prevents satisfactory work completion as determined by the COR.

3. PERFORMANCE OF THE CONTRACTOR

Failure of the Contractor to commence operations as mutually agreed upon by the Contractor and the State to maintain the required production rate, to complete operations as prescribed herein, or failure to meet other terms of the contract, shall give the IDL the right to cancel the contract. Such cancellation shall not affect any rights of the State of Idaho for recovery of damages from any payment for services due Contractor herein before provided for in any action at law or in equity.

4. ITEMS TO BE FURNISHED BY THE CONTRACTOR

- a. The Contractor will provide all equipment, pertinent materials, labor including staff supervision, fuel, and incidentals necessary to complete all provisions of this contract except as may be noted elsewhere in this contract or by the COR. The Contractor will furnish an address and telephone number where he can be contacted within a twenty-four (24) hour period.
- b. The Contractor will be required to remove from site any culverts that have been designated for removal and dispose of them at a salvage yard or appropriate place.
- c. Other items as per the attached project description(s) or COR.

5. ITEMS TO BE FURNISHED BY THE STATE

- a. The State shall furnish a COR who will be qualified to explain the objectives and expectations of the project, answer questions, provide clarification, and to conduct periodic field inspections. COR shall be the primary IDL contact with the Contractor and shall act as the representative of IDL in all contract matters.
- b. Materials and supplies required to complete the work will be supplied by the State unless otherwise designated. Examples of supplies that will be provided include steel culverts and associated hardware, rip rap and surfacing rock, and appropriate filter fabric as required. The state will also provide copies of State Administrative maps and project maps of specific project areas.

6. REQUEST FOR SERVICE:

- a. A written description of additional work required under this contract that is not described in the project description or work supplement. The request will be initiated by the COR and agreed to in writing with the Contractor. Payment for work completed under a request for service will be made at the rate(s) set forth in Schedule A attached hereto. Additional equipment required and not listed on the Schedule A attachment will be hired at negotiated hourly rates not to exceed the Area's cooperative rates.

7. CONTRACT ADMINISTRATION

- a. The COR will administer the contract as required in all specifications. The COR will acquaint the Contractor with the specific project through pre-work conferences and conduct periodic field inspections.
- b. Disputes between the COR and the Contractor will be resolved by the State.
- c. The COR has the following authority in addition to that delegated in other portions of the contract:
 - 1) Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
 - 2) Make recommendations for payment.

8. GENERAL ROAD STANDARDS

Unless stated otherwise, all procedures and standards shall conform to those commonly used in the forest road building/construction/reconstruction profession, policies and procedures of the IDL, the Idaho Forest Practices Act (FPA), and as directed by the State.

The following general road standards will be followed unless otherwise designated by the COR or in the project description. Roads should be maintained to the standards that they were constructed unless upgrading of the road is required.

- a. Cut / fill and Running Surface:
 - 1) Running surface width will be maintained to the original width. Usually 12 to 18 feet depending on the type of road.
 - 2) Cut slopes will be 1:1.
 - 3) Fill slopes will be 1 ½:1.
 - 4) Running surface will be outsloped or insloped depending on the existing road design. The Contractor may also be required to change the slope of the running surface as designated by the COR.
 - 5) All running surface material shall remain on the crown of the road and not be side cast.
- b. Cross-ditches:
 - 1) Cross-ditches installed in roads shall slope diagonally out and down grade at an adequate angle to divert water from the road. Each ditch shall be cut into the roadbed, tied to the cut bank, sloped to the shoulders, open at the lower end, and capable of diverting water flow completely off the road at that point.
 - 2) Cross-ditch spacing shall be approximately as follows: 0-4% (road grad), 150 feet; 5-10%, 100 feet; 11% and greater, 50 feet; or as designated by the COR.

- 3) Cross-ditches in roads shall be located within 50 feet uphill of all culverts and/or fills except where diverted water will erode fill slopes or at locations designated by the COR.

c. Rolling cross-dip drainage Structures:

- 1) Rolling cross-dip drainage structures will be maintained or built into the road as needed or per COR.
- 2) The dip will be designed as described in the Project Description or per COR.
- 3) Spacing of the rolling cross-dip structures shall be as designated in the project description or in the request for service by COR.

9. GRADING

Roads will be graded at locations designated by the State by a request for service or as described in the project description.

- a. Work will include, grading the road surface, the berm on the outside edge shall be pulled in and incorporated into the running surface unless directed otherwise by the COR.
- b. Inside ditches shall be opened and material shall be incorporated into road surface or disposed of as directed by the COR.
- c. Culvert inlets opened and catch basin cleaned.
- d. Rolling dips and sediment traps maintained as directed by the COR.
- e. Roads will be watered in conjunction with grading when needed.
- f. Culverts damaged by grading operations will be repaired or replaced at the Contractor's expense.

10. CULVERT INSTALLATION

Culverts will be installed at locations designated by the State. Culverts will be 16 gauge, 2 2/3" x 1/2" corrugation with 12" bands or as directed by the COR. Culverts may be purchased by the Contractor or provided by the State as stated in the Project Description or COR. Proof of purchase (receipt) will be required with Contractors billing. All culvert installations shall comply with the following specifications unless otherwise directed by the COR:

- a. All culvert installation will comply with IDAPA 37, Title 03, Chapter 07, Stream Channel Alteration Rules.
- b. All culverts shall be bedded in an earth foundation of uniform density that has been shaped to the desired camber and to conform to the shape of the pipe for at least ten percent of its diameter. The bedding shall afford a uniform, firm and true bed, free from projecting stones, roots, or other irregularities for a depth under the culvert of not less than one-half inch per foot height of fill over the pipe with a minimum allowable thickness of four inches.
- c. All culverts shall be so laid that the distance from the finished road surface to the top of the pipe shall not be less than 12 inches.
- d. All culverts shall be laid with separate sections joined firmly together and shall coincide closely with the existing stream channel, both in gradient and in alignment. Catch basins and riprap are required at the upper end. Splash basins with riprap are required at the lower end in cases where water will erode the fill.

- e. Any culvert which is not of true alignment, shows any undue settlement after being laid, is damaged, or is not functioning properly, shall be taken up and relaid or replaced by the Contractor at the Contractor's expense.
- f. All culvert installation shall be done during periods of low water.
- g. Riprapping and armoring shall be completed at the time of culvert installation wherever there is potential for erosion.

11. CULVERT REMOVAL

Culverts will be removed at locations designated by the COR, project description, or in a request for service in a manner directed by the COR.

- a. Trench walls shall be reshaped to a 1½:1 (horizontal to vertical) ratio and trench shall encompass bank full width of existing stream.
- b. Removed culverts shall be hauled from State land and disposed of as approved by the COR. Re-useable culverts will be delivered to a designated location per COR.

12. ROAD ABANDONMENT

Roads designated for abandonment work will require the following per the project description, the request for service, or COR:

- a. Install cross-ditches/rolling, cross-dip, drainage structures.
- b. Remove and dispose of culverts as designated by the COR, reshaping disturbed areas to slopes of approximately but not steeper than 1½:1 ratio (horizontal to vertical).

13. ROAD BRUSHING AND CLEARING

Designated roads will be cleared and brushed to allow for safe vehicle traffic clearing work will require the following:

- a. Clear road surface of all debris as needed and cut and remove all stems which protrude or lean into the road right-of-way.
- b. Brush cut and fill slopes by removing all stems two feet in height and greater. Distance up the cut slope and down the fill slope is designated in the project description or the request for service. If not designated, clearing distances will be required that allow for safe vehicle travel and be a minimum of 10 feet from the edge of the road surface.

14. INSPECTIONS AND PAYMENT

- a. Inspection reports will be furnished to the Contractor by the COR so that any deficiencies may be corrected as contract work progresses.
- b. Upon satisfactory completion of specific project work agreed upon under a request for service or as described in the project description or project supplement, the Contractor will submit a detailed invoice to the IDL for payment.
- c. If work on a specific project or part thereof fails to meet contract specifications, payment will be withheld on the unsatisfactory portion. The Contractor shall, at no additional expense to the State, re-work unsatisfactory areas or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made as set forth in this contract for work satisfactorily completed.
- d. Payment schedules are specified in the attached project description(s) or agreed upon in the request for service. All payments even for work agreed upon in a request for service will be made at the rate(s) set forth in Schedule A attached hereto.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this contract to be executed effective this _____ day of _____ 20_____, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

By _____

Date _____

CONTRACTOR

By _____

Date _____

Contractor's Social Security
or Employer Number

Taxpayer ID# (TIN)

Contractor's Phone/Contact No.

_____ email

ATTACHMENT B

ROAD MAINTENANCE PROJECT DESCRIPTION

PROJECT NAME: CLW Road Maintenance 2016

PROJECT NUMBER: 40-1223-220-16

SUPERVISORY AREA: Clearwater Area

PROJECT LOCATION: Roads within the Clearwater Supervisory Area's Management Unit
See attached maps

TREATMENT TYPE:

This project will hire a contractor to complete road maintenance work described in the Development Log listed below and as needed throughout the Clearwater Supervisory Area. Work may include but is not limited to, minor brush cutting, road repair and routine maintenance, culvert installation and removal, and road abandonment.

PERIOD OF PROJECT:

Contract work may commence after the Contractor has received a signed copy of the contract and has had a pre-work conference with the COR.

MATERIAL/SUPPLIES REQUIREMENTS:

A small to medium sized hydraulic excavator with bucket and thumb is required for culvert installation.

CONTRACT REQUIREMENTS:

1. Contractor will provide all equipment, fuel, and labor necessary to complete this contract as specified in attached Schedule A attachment. Mobilization costs will be allowed, one way, up to a maximum of three (3) hours per piece of equipment per approved mobilization.
2. A request for service will be used to add additional projects not listed in the Development Log below. The request for service will be initiated by the COR in writing. The request will list the work required and estimate supplies and materials needed to complete the project. Additional equipment required and not listed on the Schedule A attachment will be hired at negotiated hourly rates. The request for service will be signed by the Contractor and the COR prior to starting work on the project. The contractor will have three days to respond to the request for service unless additional time is allowed in the request.
3. General Road Specifications
 - A. Compact the fill of each culvert as directed by the State (Forester-in-charge). Depth of fill over a culvert will be a minimum of 2'. Additional culvert installations will be designated by the State (Forester-in-charge), and the State will supply the culvert.
 - B. Sites are identified for the removal of log or culvert crossings. Where log or culvert crossings are removed without a replacement crossing, the banks of the stream or draw should be shaped to a 1:1 slope. Any logs, chunks, or rocks found on site can be used to stabilize banks. Excess waste material shall be piled near the crossing on a stable area where sediment delivery into stream is avoided.

- C. Culverts that are removed or replaced shall be removed from site by the contractor and shall be disposed of at a salvage yard or other appropriate place.
- D. Culverts not replaced shall be free flowing with inlet and outlet clear of debris.
- E. The State makes every attempt to ensure the accuracy of all Development Log specifications. However, deviations and discrepancies between the specifications and “on the ground” measurements may occur. The contractor should consider all estimates of distances and locations as approximations only. When deviations or discrepancies between the measurements listed in the Development Log and the actual “on the ground” measurements occur, the contractor may be responsible for completing the development work as directed by the State (Forester-in-charge). The State reserves the right to make reasonable alterations in road maintenance work. The State will not clear any roads until the maintenance project is completed.
- F. All unsurfaced roads will have permanent rolling dips installed or reinstalled at a maximum spacing of 300 feet; or as specified in the development log; or as directed by the State (Forester-in-charge). Rolling dips will tie to the cut slope and extend to the outside edge of the road. Use of natural grade breaks such as draws and ridges will also be acceptable.

PAYMENT AND COMPLIANCE:

Payment will be made based on the satisfactory completion of the contract requirements contained in the project description and the master contract. Payments will be made at the rates set forth in the Schedule A attached hereto. The Contractor shall submit an invoice for payment itemized by roads completed and mobilization charges.

DEVELOPMENT LOG

*CSP means Corrugated Steel Pipe

A. Subunit 1: Elk Mountain Culvert Replacement and Removal Development Log

Road A

<u>Station</u>	<u>Remarks</u>
0+00	Start of road at junction of Road A with the Elk Mountain Loop Road. Road A is on the left. Large landing area and guardrail gate.
4+15	Remove log crossing and replace with 18" X 32' CSP (crossing #1).

Road B

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at junction of Road B with the Elk Mountain Loop Road. Road B is on the right.

2+60	Remove log crossing (crossing #2). Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream.
22+18	Junction with Road B and B1. Road B continues straight.
22+74	Remove log crossing (crossing #3). Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream.
25+23	Remove log crossing (crossing #4). Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream. End work.

Road B1

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at junction of Road B and B1.
11+16	Remove log crossing (crossing #5). Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream.
12+84	Remove log crossing (crossing #6). Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream. End work.

Road C

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at junction of Road C and the Elk Mountain Loop Road.
8+50	Remove existing 12" X 40' culvert (crossing #7).
14+65	Water crossing road in cross ditch (crossing #8). No work needed.
17+52	Water crossing road in cross ditch (crossing #9). No work needed.
18+47	Cross ownership boundary onto Potlatch Forest Holdings, Inc. land.
38+70	Remove log crossing (crossing #10). Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream.
38+90	Cross ownership boundary onto State land.
41+15	Junction with Road C and C1 on left. Road C continues straight.
43+15	Remove existing 36" X 40' culvert in Class 1 stream (crossing #11).

44+21	Junction with unnamed dead end spur on left that has no required work. Road C continues straight.
52+05	Remove existing 48" X 50' culvert in Class 1 stream (crossing #12).
57+54	Remove existing 18" X 36' relief culvert (crossing #13).
57+70	Junction with Road C and Road C2 (loop) on right. Road C continues straight.
63+58	Junction with Road C and Road C3 on left. Road C continues straight.
79+06	Junction with Road C and Road C2 (loop) on right. Road C continues straight.
79+90	Remove existing 18" X 36' relief culvert (crossing #14).
88+00	End work at junction of Road C with Elk Mountain Loop Road.

Road C1

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at junction of Road C and Road C1.
0+87	Remove log crossing (crossing #15). This crossing has failed and eroded the road prism. Place logs and chunks in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream. Slope the stream banks to 1:1 and compact with excavator bucket.
9+71	Junction with unnamed dead end spur on left that has no required work. Road C1 continues straight.
10+91	Remove log crossing in Class 1 stream (crossing #16). Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream. End work.

Road C2

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at junction with Road C2 (loop) and Road C near sta. 57+70.
3+56	Remove log crossing (crossing #17) near an unnamed spur junction. Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream. End work.

Road C3

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at junction with Road C3 and Road C near sta. 63+58.
1+17	Remove existing 48" X 40' culvert in Class 1 stream (crossing #18).
19+31	Remove existing 24" X 40' culvert in Class 1 stream (crossing #19) on C3 and C4 connector road.
28+47	Remove log crossing (crossing #20). Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream.
35+47	Remove log crossing (crossing #21). Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream.
43+55	Remove log crossing (crossing #22) near an unnamed spur junction. Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream. End work.

Road C4

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at junction with Road C3 connector road near sta. 19+31. Road C4 is to the left and right. Crossing #23 is 1,069' away on the left (north) side; all remaining crossings are to the right.
10+69	Remove existing 18" X 40' culvert (crossing #23). Back-track to sta. 0+00, and continue on Road C4 2,370' to crossing #24.
23+70	No crossing was found here. Possible buried log crossing (crossing #24) on C4 and C5 connector road. Remove logs if found and deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream.
32+75	No crossing was found. Old road notes document an 18" culvert here that was 60% plugged. Remove existing 18" culvert (crossing #25). End work.

Road C5

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at the junction of Road C5 and the Elk Mountain Loop Road.
1+21	Remove existing 12" X 40' culvert (crossing #26).

24+00	Old road notes document a 12" culvert (crossing #27). Remove the culvert if found.
27+20	Junction with Road C4 on left. Road C5 continues straight.
30+56	Remove existing 18" culvert (crossing #28). End work.

Road D

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at the junction of Road D and the Elk Mountain Loop Road.
21+00	Remove existing 12" X 40' (crossing #29).
33+34	Remove existing pipe (crossing #30). The inlet is a 12" diameter and the outlet is an 18". End work.

Road E

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at the junction of Road E and the Elk Mountain Loop Road.
0+50	Remove existing 12" (crossing #31). Culvert is 50% plugged.
11+56	Remove existing log crossing (crossing #32). Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream. End work.

Road F

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at the junction of Road F and the Breakfast Creek Co-Op.
0+68	Remove existing 12" culvert (crossing #33).
26+45	Remove existing 18" culvert (crossing #34).
32+50	Remove existing 18" culvert (crossing #35).
39+62	Remove existing 12" culvert (crossing #36).
45+43	Remove existing 18" culvert (crossing #37).
50+48	Remove existing 18" culvert (crossing #38).

76+73 Remove existing 12" culvert (crossing #39). End work.

Road G

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at the junction of Road G and the Elk Mountain Loop Road.
4+43	Culvert size was not documented. Remove old culvert (crossing #40). End work.

Road H

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at the junction of Road H and the Elk Mountain Loop Road.
4+88	Culvert size was not documented. Remove old culvert (crossing #41). End work.

Road H1

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at the junction of Road H1 and the Breakfast Creek Co-op Road.
0+80	Remove tank trap barricade. Spread material onto running surface.
14+42	Replace existing 12" culvert (crossing #42) with an 18" X 40' CSP.
42+65	No crossing found in draw (crossing #43); possible buried log crossing. Install 18" X 32' CSP.
66+67	Junction with spur road on right. Spur road H1 continues straight.
70+15	Existing 18" X 30' culvert (crossing #44). No work needed.
81+26	Junction with dead end spur on right. Spur road H1 continues straight.
81+36	Existing 30" culvert in Class IIa stream (crossing #45). No work needed.
81+94	Junction with dead end spur on right. Spur road H1 continues straight.
86+19	Existing 18" X 30' culvert (crossing #46). Inlet 25% plugged.
100+72	Replace existing 12" culvert (crossing #47) with an 18" X 40' CSP.
108+76	End of road near junction with Elk Mountain Loop Road and Road H. End work.

Road I

<u>Station</u>	<u>Remarks</u>
0+00	Begin work at junction of Roads H and I.
1+80	Remove log crossing (crossing #48). Place logs in a deck near road side. Any excess fill material should be placed in a stable area to prevent sediment delivery into stream. End work.

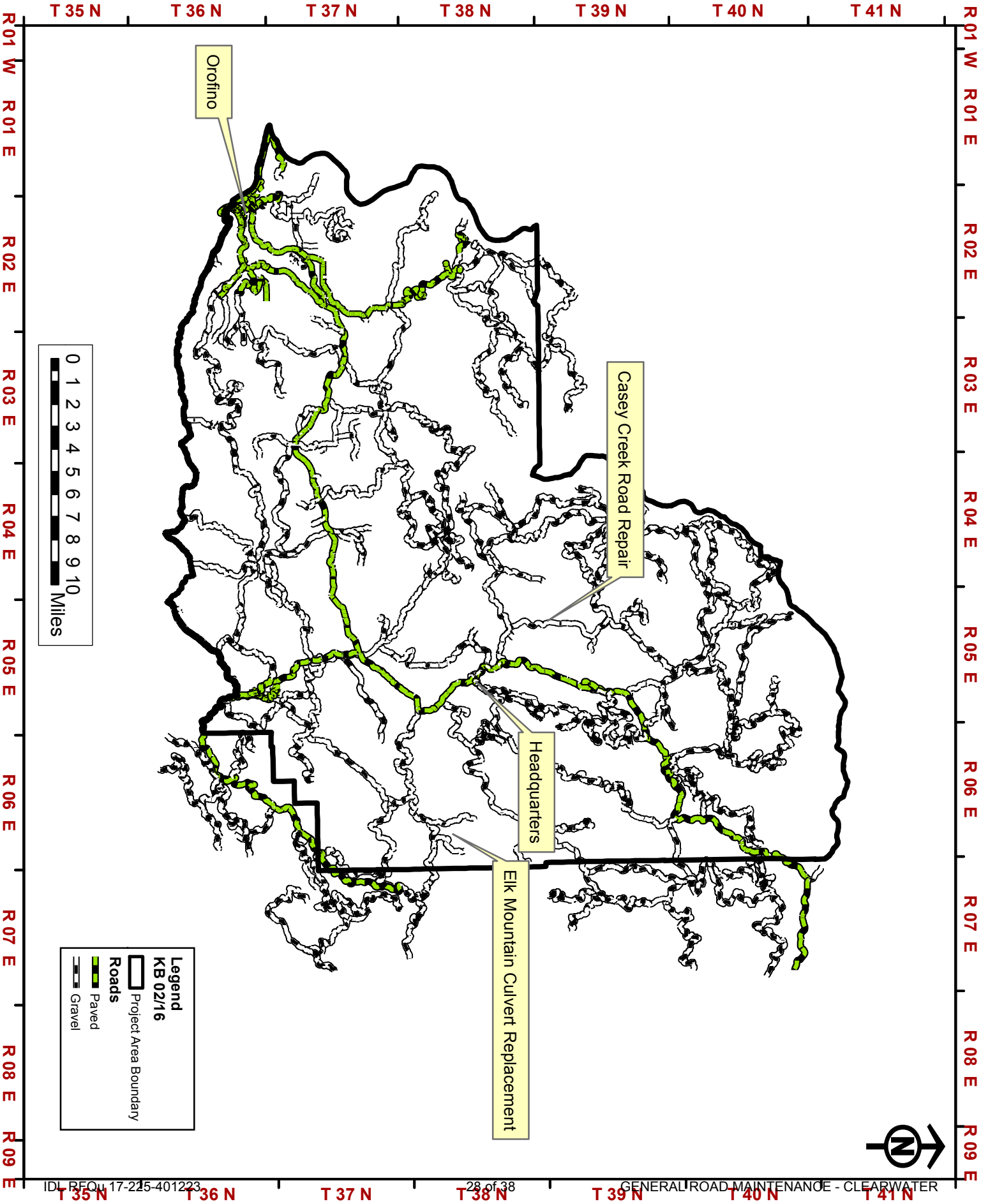
B. Subunit 2: Casey Creek Road Repair Development Log

<u>Station(mile)</u>	<u>Remarks</u>
0+00	Leave Silver Creek Co-op Road (2.8 m.m.) on left side.
0.01	Guardrail
0.27	End haul disposal site. Spread fill material with dozer on left in landing area on left.
0.29	Rd Jct. Continue on left hand spur.
0.70	Leave Potlatch Ownership, enter state. Begin road improvement work (cleaning inside ditch, cleaning inlet/outlets of existing culverts, and reestablishing rolling dips in road as directed by State F-I-C.
0.80	Site # 1. Endhaul slide material to station 0.27. Cut tree length debris into pieces suitable to be end hauled to disposal site. Install 18" X 32' CSP, 3' fill.
0.82	Site # 2. Endhaul slide material to station 0.27.
0.821	Site # 3. Minor slide. Layer compact slide material below running surface at toe of existing fill.
0.83	Site # 4. Minor slide. Layer compact slide material below running surface at toe of existing fill.
0.87	Site # 5. Road failure. Excavate clean fill material from inside bank at stat 0.86 and layer compact material to fill void in road running surface.
2.32	End road improvement work

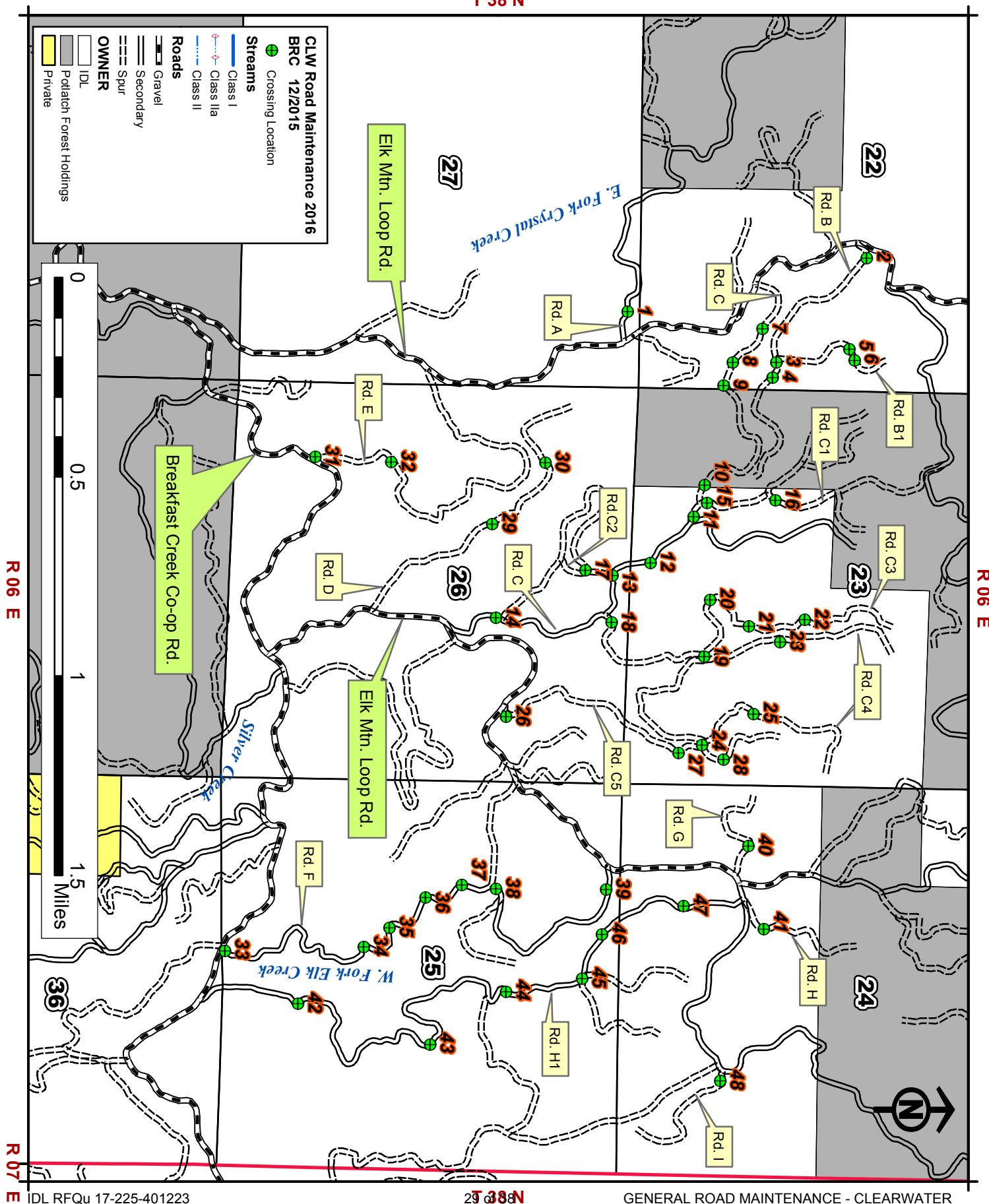
FURTHER INFORMATION:

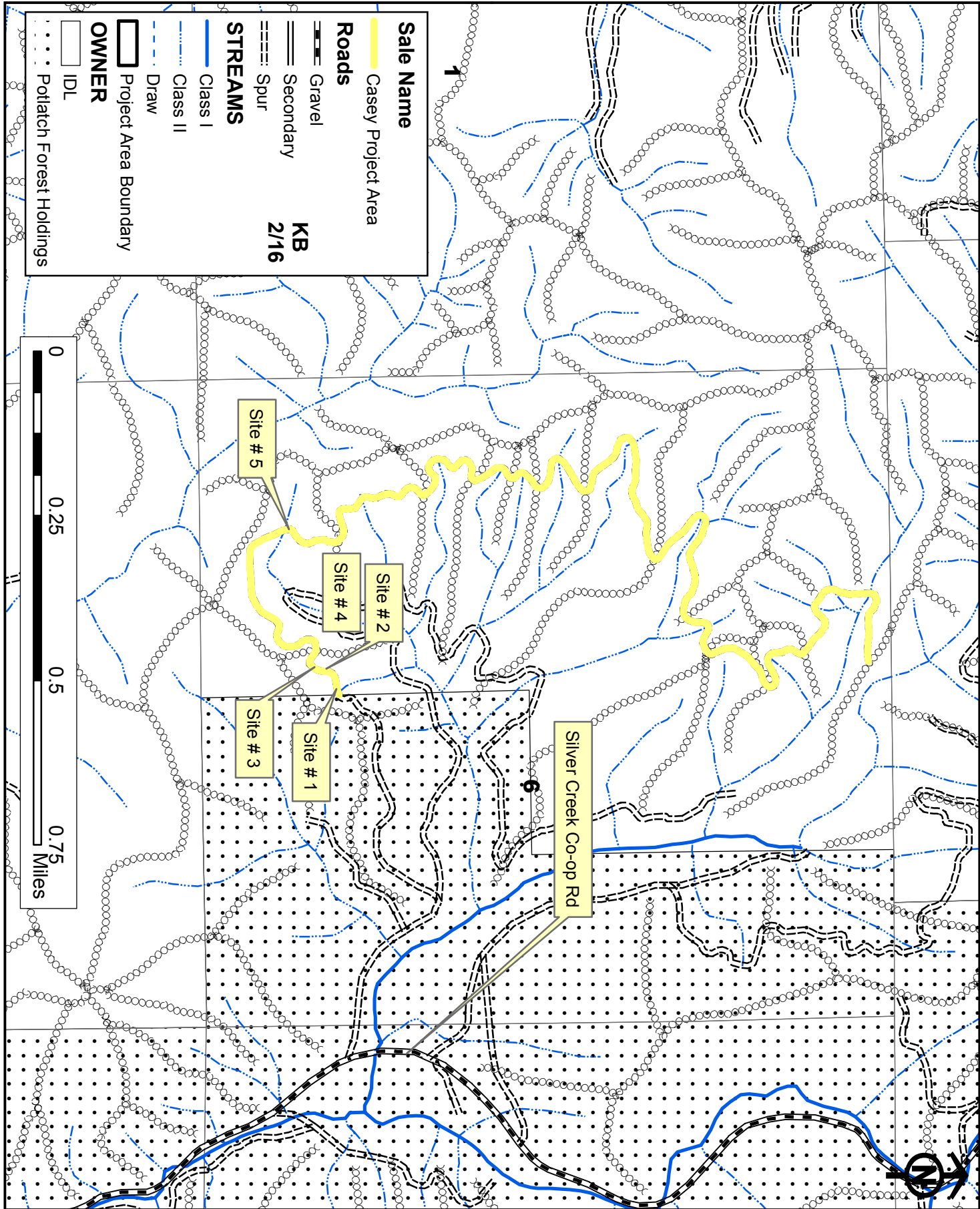
Additional Information will be available by contacting the address below:

Idaho Department of Lands
Clearwater Supervisory Area
10230 Highway 12
Orofino, Id. 83544
(208) 476-4587
Area Contact: Keith Brink



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AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

TO: IDAHO DEPARTMENT OF LANDS

In conjunction with contract number (17-225-401223), project number (40-1223-220-16)

I, (_____), of (_____), do state that I:

- a) paid minimum wage;
- b) complied, to the best of my knowledge, with all labor laws;
- c) paid all debts incurred as a result of this contract; and
- d) relinquish any further claims against the State of Idaho under this contract, pending final payment for contract services rendered.

Affiant

Subscribed and sworn to me before this _____ day of _____ 20__.

Notary Public in and for _____

Residing at _____

My commission expires on _____

**GENERAL ROAD MAINTENANCE
CONTRACT 17-225-401223**

AVAILABLE EQUIPMENT

Show equipment available for use on this contract including transports, excavators, road graders and subcontractor equipment. Only list the equipment needed to complete the required contract work.

[illegible]

EXPERIENCE

1. Business Experience Unique to Forest Road Maintenance

Maintenance Type	Total Years Experience	Average Yearly Production in Last 5 Years	Maintenance Type	Total Years Experience	Average Yearly Production in Last 5 Years
Culvert removal and Stream Rehabilitation			Bridge Installation		
Road Grading Native Surface with cat blade			Road Slump or Slide Repair full bench		
Culvert Installation 18" to 60"			Rolling Dip Cross Ditching Construction		
Culvert Installation greater than 60"			Gate Installation		
other			other		

Yearly Production average example, 100 miles graded, 30 culverts, 1.5 bridges per year, 4 full bench slumps per year, 12 miles of rolling dip construction, 5 gate installations.

2. Road Maintenance/Construction Contracting Experience within the past 5 years. Please indicate if any of these projects were timber sales on which you have operated as a road contractor or sub-contractor.

Landowner	Number of Projects	Short Description of work preformed
Federal		
Other State		
Private		
County		
City		
Tribal		
ID Dept of Lands		

3. Logging Associations, Training, Certification

List organizations your company maintains membership with, training your company has completed, accreditations and/or certifications your company has received.

SAFETY & REGULATORY COMPLIANCE

1. List any Forest Practices Act notice of violations and unsatisfactory inspections you or your subcontractors have had within the last 24 months including date, type of violation, citation number and penalty and who you were working for at the time. Information provided will be verified with the Idaho Department of Lands.

2. List any Safety or regulatory training completed by your company in the past 24 months. Attach copies of certificates if available.

REFERENCES

1. List three (3) references from individuals, companies, or agencies with knowledge of your experience that is similar in nature to the service outline in the scope of work.

Company Name

Individual Name and Title

Address

City State

Phone Number

Company Name

Individual Name and Title

Address

City State

Phone Number

Company Name

Individual Name and Title

Address

City State

Phone Number

I/we certify that the information contained in this Statement of Qualifications and the attachments are true and correct. I also understand that all information is subject to public disclosure as defined by I.C. 74-101 through 74-126, Idaho Public Records Law.

Signature of Authorized Representative

Date

ATTACHMENT D

RFQu 17-225-401223

OFFEROR QUESTIONS

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFQU section number that the question is for in the "RFQU Section" field (column 2). If the question is a general question not related to a specific RFQU section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFQU Section" (column 2), and the attachment page number in the "RFQU page" field (column 3).
3. Do not enter text in column 5 (Response). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFQU. The e-mail subject line is to state the RFQU number followed by "Questions."

Question	RFQU Section	RFQU Page	Question	Response
1				
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